CONTRACT #23 RFS # 318.66-023

Department of F&A Bureau of TennCare

VENDOR:
Tennessee Behavioral Health,
Inc. (Middle & West Grand
Regions)

REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

JUN 0 9 2006

FISCAL REVIEW

APPROVED	
-	
Commissioner of Finance & Administration	
Date:	

A REQUEST CAN NOT B CLEARLY ADDRESS EA	s below indicates specific infor BE CONSIDERED IF INFORMATIO CH OF THE REQUIREMENTS IN	ON PROVIDE	ust be individually detailed or addr DIS INCOMPLETE, NON-RESPONS AS REQUIRED.	essed <u>as required;</u> IVE, OR DOES NOT
RFS# 318.66-0	23			
STATE AGENCY NAME	Department of Finance and A Bureau of TennCare	Administration	1	
SERVICE CAPTION:	Behavioral Health Organization TennCare/Medicaid Population	ons Providing on	g Medically Necessary Behaviora	I Services to the
CONTRACT#	FA-01-14661-00		PROPOSED AMENDMENT #	14
CONTRACTOR	Tennessee Behavioral Health	n, Inc.		
CONTRACT START DATE		01/01/2001		
CURRENT, LATEST POSS (including ALL options to ext		06/30/2007		
CURRENT MAXIMUM LIAE	BLITY	\$817,769,0	22.00	
LATEST POSSIBLE END D	OATE <u>WITH</u> PROPOSED AME tend)	NDMENT:	06/30/2007	
TOTAL MAXIMUM COST W (including ALL options to ex	VITH PROPOSED AMENDME tend)	NT:	\$878,330,122.00	
APPROVAL CRITERIA : (select one)	use of Non-Competition	ve Negotiati	on is in the best interest of the	state
	only one uniquely qua	alified servi	ce provider able to provide the	service
ADDITIONAL REQUIRED F	REQUEST DETAILS BELOW	(address ea	ch item immediately following the	requirement text)
(1) description of the prop	oosed additional service and	amendmen	t effects:	
requirements vs. appeals: a	nd provide consistency with Mi	iddle TN RFF	aud and Abuse; clarify language ⊇ Pro Forma, as well as other hou aximum liability funding for FY 200	isekeeping language

(2) explanation of need for the proposed amendment:
This amendment is needed in order to establish payment mechanisms for Fiscal Year 2007 in order to continue behavioral health services for TennCare enrollees in addition to current language clarifications.
(3) name and address of the proposed contractor's principal owner(s): (not required if proposed contractor is a state education institution)
Dr. Russ Petrella, Chief Operating Officer Magellan Behavioral Health 199 Pomeroy Road, 3rd Floor Parsippany, New Jersey 07054
(4) documentation of OIR endorsement of the Non-Competitive procurement request: (required only if the subject service involves information technology)
select one: Documentation Not Applicable to this Request Documentation Attached to this Request
(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request : (required only if the subject service involves training for state employees)
select one: Documentation Not Applicable to this Request Documentation Attached to this Request
(6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :
This contract for Behavioral Health Services for the State has been in effect since 2001. This amendment to the exisiting contract will ensure that services to recipients will continue without interruption and that payment rates are established for period to continue throughout fiscal year 2007.
(7) justification of why the F&A Commissioner should approve a Non-Competitive Amendment:
The approval of this amendment by F&A will ensure the best interests of TennCare enrollees will be served. Based on the network of providers that Tennessee Behavioral Health, Inc. currently has, TennCare is confident that the modifications of this agreement will ensure payment mechanism for Fiscal Year 2007 and prevent any disruption of services to enrollees.
AGENCY HEAD REQUEST SIGNATURE: (must be signed by the ACTUAL procuring, agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)
SIGNATURE DATE:

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- AMENDMENT NUMBER 14

TO PROVIDER RISK CONTRACT #FA-01-14661

BETWEEN

THE STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

AND

TENNESSEE BEHAVIORAL HEALTH, INC. IN THE MIDDLE AND WEST TENNESSEE GRAND REGIONS

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Provider Risk Agreement by and between the State of Tennessee Department of Mental Health and Developmental Disabilities, hereinafter referred to as **TDMHDD**, and Tennessee Behavioral Health, Inc. hereinafter referred to as the **Contractor**, as follows:

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

- Section 1.9.1.4 shall be deleted in its entirety and replaced by a new Section 1.9.1.4 which shall read as follows:
- 1.9.1.4 The CONTRACTOR shall promptly perform a preliminary investigation of all incidents of suspected and/or confirmed fraud and abuse. Unless prior approval is obtained from the agency to whom the incident was reported, or to another agency designated by the agency that received the report. After reporting fraud or suspected fraud and/or suspected abuse and/or confirmed abuse, the CONTRACTOR shall not take any of the following actions as they specifically relate to TennCare claims:
 - i. contact the subject of the investigation about any matters related to the investigation,
 - ii. enter into or attempt to negotiate any settlement or agreement regarding the incident, or
 - iii. accept any monetary or other thing of valuable consideration offered by the subject of the investigation in connection with the incident.
- Section 1.9.1.9 shall be modified by changing the section number referenced so that the section shall now read:

The **Contractor** shall include in any of its provider agreements a provision requiring, as a condition of receiving any amount of **TennCare** payment, the provider must comply with Section 1-9 of this Agreement.

- 3. Section 3.4.4.2 shall be amended by deleting the phrase "and subsequent steps regarding an informal review by TennCare" so that the amended paragraph shall read as follows:
- 3.4.4.2 The CONTRACTOR must review and approve or disapprove claims for emergency medical services based on the definition of emergency medical services specified in Attachment A of this Agreement. If the CONTRACTOR determines that a claim requesting payment of emergency medical services does not meet the definition herein and subsequently denies the claim, the CONTRACTOR shall notify the provider of the denial. This notification, shall include information to the provider regarding the CONTRACTORS' process and timeframes for reconsideration In the event a provider disagrees with the CONTRACTORS' decision to disapprove a claim for emergency medical services, the provider may pursue the Independent review process for disputed claims as provided by T.C.A. Section 56-32-226 including but not limited to, BHO reconsideration.
- 4. Section 3.5 shall be deleted and replaced in its entirety so that the new Section 3.5 shall read as follows:

Members shall have the right to file appeals regarding adverse actions taken by the CONTRACTOR. For purposes of this requirement, appeal shall mean a member's right to contest verbally or in writing, any adverse action taken by the CONTRACTOR to deny, reduce, terminate, delay or suspend a covered service as well as any other acts or omissions of the CONTRACTOR which impair the quality, timeliness, or availability of such benefits. An appeal may be filed by the member or by a person authorized by the member to do so, including, but not limited to, a provider with the member's written consent. Complaint shall mean a member's right to contest any other action taken by the CONTRACTOR or service provider other than those that meet the definition of an adverse action. The CONTRACTOR shall inform members of their complaint and appeal rights, in the member handbook in compliance with the requirements in Section 3.6.2.1. The CONTRACTOR shall have internal complaint and appeal procedures for members in accordance with TennCare rules and regulations, the TennCare waiver, consent decrees or court orders governing the appeals process.

The CONTRACTOR shall devote a portion of its regularly scheduled QM/QI committee meetings to the review of member complaints and appeals that have been received.

The CONTRACTOR shall ensure that punitive action is not taken against a

provider who files an appeal on behalf of a member with the member's written consent, supports a member's appeal or certifies that a member's appeal is an emergency appeal and requires an expedited resolution in accordance with TennCare policies and procedures.

3.5.1 Appeals

The CONTRACTORS' appeal process shall include, at a minimum, the following:

- 3.5.1.1 The CONTRACTOR shall have a contact person who is knowledgeable of appeal procedures to direct all appeals, whether the appeal is verbal or the member chooses to file in writing to TENNCARE. Should an enrollee choose to appeal in writing, the enrollee will be instructed to file via mail or fax to the designated TENNCARE P.O. Box or fax number for medical appeals.
- 3.5.1.2 The CONTRACTOR shall have sufficient support staff (clerical and professional) available to process appeals in accordance with TennCare requirements related to the appeal of adverse actions affecting a TennCare member. The CONTRACTOR shall notify TennCare of the names of appointed staff members and their phone numbers. Staff shall be knowledgeable about applicable state and federal law, TennCare rules and regulations, and all court orders and consent decrees governing appeal procedures, as they become effective.
- 3.5.1.3 The CONTRACTOR shall educate its staff concerning the importance of the appeals procedure, the rights of the member, and the time frames in which action must be taken by the CONTRACTOR regarding the handling and disposition of an appeal.
- 3.5.1.4 The CONTRACTOR shall identify the appropriate individual or body within the plan having decision-making authority as part of the appeal procedure.
- 3.5.1.5 The CONTRACTOR shall have the ability to take telephone appeals and accommodate persons with disabilities during the appeals process. Appeal forms shall be available at each service site and by contacting the CONTRACTOR. However, members shall not be required to use a TENNCARE approved appeal form in order to file an appeal.
- 3.5.1.6 Upon request, the CONTRACTOR shall provide members a TENNCARE approved appeal form.
- 3.5.1.7 The CONTRACTOR shall provide reasonable assistance to all appellants during the appeal process.
- 3.5.1.8 At any point in the appeal process, TENNCARE shall have the authority to remove a member from the CONTRACTORS' MCO when it is determined that such removal is in the best interest of the

member and TENNCARE. The Contractor shall require providers to display notices of 3.5.1.9 member's right to appeal adverse actions affecting services in public areas of each facility in accordance with TennCare rules and regulations. The Contractor shall ensure that providers have correct and adequate supply of public notices. Neither the Contractor nor TennCare shall prohibit or discourage 3.5.1.10 any individual from testifying on behalf of a member. The CONTRACTOR shall ensure compliance with all notice 3.5.1.11 requirements and notice content requirements specified in applicable state and federal law, TennCare rules and regulations, and all court orders and consent decrees governing notice and appeal procedures, as they become effective. TENNCARE may develop additional appeal process guidelines or 3.5.1.12 rules, including requirements as to content and timing of notices to members, which shall be followed by the CONTRACTOR. However, the CONTRACTOR shall not be precluded from challenging any judicial requirements and to the extent judicial requirements that are the basis of such additional guidelines or rules are stayed, reversed or otherwise rendered inapplicable. the Contractor shall not be required to comply with such guidelines or rules during any period of such inapplicability. The Contractor shall provide general and target education to 3.5.1.13 providers regarding expedited appeals (described in TennCare rules and regulations), including when an expedited appeal is appropriate, and procedures for providing written certification thereof. The CONTRACTOR shall require providers to provide written 3.5.1.14 certification regarding whether a member's appeal is an emergency upon request by a member prior to filing such appeal, or upon reconsideration of such appeal by the CONTRACTOR when requested by TENNCARE. The CONTRACTOR shall provide notice to contract providers 3.5.1.15 regarding provider responsibility in the appeal process, including but not limited to the provision of medical records and/or documentation as described in the Agreement. The CONTRACTOR shall urge providers who feel they cannot 3.5.1.16 order a drug on the TennCare Preferred Drug List (PDL) to seek prior authorization in advance, as well as to take the initiative to seek prior authorization or change or cancel the prescription when contacted by a member or pharmacy regarding denial of a pharmacy service due to system edits (i.e. therapeutic duplication, etc.) Member eligibility and eligibility related grievances and appeals. 3.5.1.17

If it is determined by TENNCARE that violations regarding the appeal guidelines have occurred by the CONTRACTOR, TENNCARE shall require that the CONTRACTOR submit and follow through with a corrective action plan. Failure

be directed to the Department of Human Services.

including termination of eligibility, effective date of coverage, and the determination of premium and co-payment responsibilities will

to comply with the appeal guidelines issued by TENNCARE, including an acceptable corrective action plan, shall result in the CONTRACTOR being subject to liquidated damages as described in Section 5.3.3.2 of this Agreement.

5. Section 3.6.7 shall be amended by adding the phrase "or prior to enrollee's beginning effective date" to the end of the first sentence so that the amended Section 3.6.7 shall read as follows:

3.6.7 Provider Directory:

The Contractor shall be responsible for distributing provider directories to new Enrollees within thirty (30) calendar days of receipt of notification by TennCare of enrollment in the Contractor's plan or prior to enrollee's beginning effective date. The Contractor shall also be responsible for redistribution of updated provider information on an annual basis. The provider directories shall include the following: names, locations, telephone numbers, office hours, non-English languages spoken by current network providers. identification of providers accepting new patients, emergency services settings and post stabilization service locations. Enrollee provider directories, and any revisions thereto, shall be submitted to TDMHDD for approval prior to distribution to Enrollees. Each submission shall include a paper and an electronic copy. The text of the directory shall be in Microsoft Word or Adobe (PDF) format. addition, the provider information used to populate the Enrollee provider directory shall be submitted as a TXT file or such format as otherwise approved by

TDMHDD and be produced using the same extract process as the actual **Enrollee** provider directory. It shall be acceptable for the **Contractor** to mail one (1) provider directory to each address listed for the **Enrollee's TennCare** case number when there is more than one (1) new **Enrollee** assigned to the same case number at the time of enrollment and when subsequent updated provider directories are mailed to **Enrollees**. Should a single individual be enrolled and be added into an existing case, a provider directory must be mailed to that individual **Enrollee** regardless of whether or not a provider directory has been previously mailed to **Enrollees** in the existing case.

6. Section 3.8.3 shall be amended by deleting Section 3.8.3 in its entirety and replacing it so the new Section 3.8.3 shall read as stated below and the related Attachment C Standard VIII of the BHO QMP Standards shall be amended so that they shall read as follows:

3.8.3 Credentialing Manual

The Contractor must maintain a current credentialing manual per TDMHDD requirements as set forth in Standard VIII of the BHO QMP Standards (see Attachment C) and as further specified below. The Contractor shall submit the credentialing manual to TDMHDD for approval prior to the delivery of services and prior to modification(s).

In addition to the requirements found in Standard VIII of the BHO QMP Standards, the manual must include:

- 3.8.3.1 A written notice process the Contractor will use to inform affected individuals or groups of providers in its network of a decision not to include them in the Contractor's network and the reason for its decision.
- 3.8.3.2 A written description of its credentialing criteria to providers upon request.
- 3.8.3.3 The CONTRACTOR shall completely process credentialing applications within thirty (30) calendar days of receipt of a completed, including all necessary documentation and attachments, credentialing application and signed Provider Agreement. Completely process shall mean that the CONTRACTOR shall review, approve and load approved applicants to their provider files in their claims processing system or deny the application and assure that provider is not included in the CONTRACTORS' network.
- 3.8.3.4 Appeals process of network providers who are dropped from the network or for whom sanctions are imposed.
- 3.8.3.5 The Contractor shall provide a written description of its credentialing criteria to providers upon request.

Attachment C, Standard VIII of the BHO QMP Standard:

Q, All credentialing and re-credentialing decisions are made within thirty calendar days of receipt of a completed, including all necessary documentation and attachments, credentialing application and signed Provider Agreement. The organization must track the amount of time from receipt of a completed application to date of provider notification of the credentialing decision.

7. A new Section 3.8.8 Payment Requirements shall be added as follows:

The CONTRACTOR shall assure that payments are not issued to providers that have not obtained a Tennessee Medicaid provider number or for which disclosure requirements have not been obtained by the CONTRACTOR in accordance with 42 CFR 455.100 through 106 and Section 3.9.2 of this Agreement.

8. The fourth paragraph in Section 3.9.2.11 contains references to Sections 3.12.16 and this reference shall be replaced with Section 3.12.19 so the section shall read:

The provider agreement must contain the language described in Sections 3.12.19 and 3.14.2 of this Agreement;

- 9. Section 3.9.2.31 shall be amended by deleting "non-emergency" so that the amended Section 3.9.2.31 shall read as follows:
 - 3.9.2.31 Include provisions for resolution of disputes by arbitration, mediation or other dispute resolution mechanisms including judicial resolution. Specify that the **TennCare** Provider Independent Review of Disputed Claims process shall be available to providers to resolve claims denied in whole or in part by the BHO as provided at T.C.A. 56-32-226(b).
- 10. Section 3.9.2.32 shall be amended so that the new Section 3.9.2.32 shall read as follows:
 - 3.9.2.32 Include a conflict of interest clause as stated in subsections (1) and (2) of Section 6.5, Gratuities clause as stated in Section 6.6 and Lobbying clause as stated in Section 6.7 of this Contract between the Contractor, TennCare and TDMHDD.
- 11. A new section 3.9.3 shall be added which shall read as follows:

3.9.3 Network Notice Requirements

All member notices required shall be written using the appropriate notice templates provided by TENNCARE and shall include all notice content requirements specified in applicable state and federal law, TennCare rules and regulations, and all court orders and consent decrees governing notice and appeal procedures, as they become effective.

Failure to comply with notice requirements described herein may result in liquidated damages as described in Section 5.3.3.2 of this Contract.

12. A new section 3.9.4 shall be added which shall read as follows:

3.9.4 Other Provider Terminations

The CONTRACTOR shall notify TennCare of any provider termination and

submit a copy of one of the actual member notices mailed as well as an electronic listing identifying each member to whom a notice was sent within five (5) business days of the date the member notice was sent as required in Section 3.9.3. In addition to the member notice and electronic listing, documentation from the CONTRACTORS' mail room or outside vendor indicating the quantity and date member notices were mailed shall be sent to TENNCARE as proof of compliance with the member notification requirements. The CONTRACTOR shall maintain a copy of the actual notice on-site and forward a copy of the notices upon request from TENNCARE. If the termination was initiated by the provider, said notice shall include a copy of the provider's notification to the Contractor.

Furthermore, if termination of the CONTRACTORS' provider agreement with any provider group, whether or not the termination is initiated by the provider or the CONTRACTOR, places the CONTRACTOR out of compliance with Section 2.5.2.2 of this Contract, such termination shall be reported to the CONTRACTOR, in writing to the TENNCARE and TDMHDD in the standard format used to demonstrate compliance with provider network and access requirements, within five (5) business days of the date that the agreement has been terminated.

13 Section 3.11, Quality Monitoring/Quality Improvement Program, shall be amended by adding a second paragraph to Section 3.11.2 that shall read:

The **Contractor** shall notify **TDMHDD** within three (3) business days of any decision to suspend new admissions to a provider or terminate a provider from their network. The notification shall include the name of the provider, the reason(s) for the action to discontinue admissions or terminate the provider from the network, and the effective date of the action.

14. Section 3.12.5 shall be amended by adding new text to the end of the existing text so that the amended 3.12.5 shall read as follows:

3.12.5 Enrollee Information, Weekly Reporting

The **Contractor** shall submit weekly reports in an electronic format, unless otherwise specified or approved by **TennCare** in writing, which shall serve as the source of information for a change in the enrollee's **TennCare** information. Such information shall serve as the source of information for a change in the enrollee's address and/or selection of MCO plan. This report shall include enrollees who move outside the **Contractor's** service area as well as enrollees who move to a new address within the **Contractor's** service area. The **Contractor** agrees to work with the state to devise a methodology to use returned mail to identify enrollees who have moved and whose whereabouts is unknown.

Within ninety (90) days of notification from **TennCare**, the **Contractor** shall also be required to include in this report, any information which is known by the **Contractor** that may affect an **Enrollee's TennCare** eligibility and/or **TennCare**

cost sharing responsibilities including changes in income, family size, access to health insurance, third party resources including any known insurance policies and/or legal actions, proof of uninsurability including limited coverage and exclusionary riders to policies, whether or not the enrollee is incarcerated, or resides outside the State of Tennessee. The minimum data elements required for this report can be found in Attachment D of this CONTRACT. This notice may be accomplished through a written form or as an electronic media update, as mutually agreed upon by the **Contractor** and **TennCare**.

The CONTRACTOR shall gather, store and update a minimum of the following health insurance information:

- Recipient SSN
- Type of coverage (inpatient, out patient, pharmacy, dental, vision, etc).
- Policyholder SSN, if available
- · Policyholder's relationship to the recipient
- TennCare Carrier Number, Carrier name and address, if available
- Policy number
- Begin and end dates of policy

Health insurance data provided by the CONTRACTOR that does not include the above required fields will be returned to the CONTRACTOR.

15. Section 3.12.8, Case Management Reporting, shall be amended by removing the ability to maintain wait lists for case management and by changing the report frequency from monthly to quarterly. The revised section shall read as follows:

3.12.8 Case Management Reporting

The **Contractor** shall also submit a summary of all **Enrollees** receiving case management services to **TDMHDD** on a quarterly basis. The minimum data elements required to be provided are identified in Attachment D.5.

16. Section 3.12.17, Assessments Reporting, shall be amended by adding a new second paragraph that shall read:

On a quarterly basis the CONTRACTOR shall submit a Rejected CRG/TPG

Assessments Report that provides, by agency, the number of rejected CRG/TPG assessments and the unduplicated number of and identifying information for the unapproved raters who completed the rejected assessments. This report shall be submitted in the format specified by TDMHDD.

- 17. Section 3.17.6 shall be amended by adding a new sentence to the end so that the amended Section 3.17.6 shall read as follows:
 - 3.17.6 On an annual basis, the **Contractor's** Title VI Compliance Plan and Assurance of Non-discrimination. The signature date of the Contractor's Title VI Compliance Plan is to coordinate with the signature date of the CONTRACTORS' Assurance of Non-discrimination Compliance.
- 18. Section 4.7.1, Maximum Liability and Allocation of Funds to this CONTRACT, shall be amended by replacing the second sentence in the first paragraph so that the first and second sentences shall now read:

4.7.1. Maximum Liability and Allocation of Funds to this Contract

This CONTRACT is subject to appropriation and availability of state and federal funds. In no event shall the maximum liability of the State for the TennCare Partners Program in the Middle and West Grand Regions exceed Sixty Million Five Hundred Sixty One Thousand One Hundred Dollars (\$60,561,100.00) for the contract period .July 1, 2006 through June 30, 2007.

19. A new paragraph and table shall be added to Section 4.7.2, Payment Methodology, following Table 2 that reads as follows:

The **Contractor** shall be compensated based on the rates herein for the payment rate categories authorized by the State Payments shall be subject to withholds as set forth in the CONTRACT. The rates in the Table 3 shall be applicable from July 1, 2006 through June 30, 2007.

Table 3: Rates

PAYMENT RATE CATEGORY	PER MEMBER/ PER MONTH RATE
Priority Population age 0-12	<u>247.63</u>
Priority Population age 13-17	<u>387.67</u>

Priority Population age 18 and above	<u>349.20</u>
Non-Priority Population age 0-12	2.63
Non-Priority Population age 13-17	<u>14.46</u>
Non-Priority Population age 18 and above	<u>6.49</u>
State Only & Judicials	<u>324.60</u>

20. The Liquidated Damages chart of Deliverables, Section 5.3.3.2 shall be deleted in its entirety and replaced in its entirety so that the amended chart shall read as follows:

5.3.3.2 Deliverables

		Referenced Section(s)	Amount	Cure
5.3.3.2.1	Crisis Services	2.5	\$500 per Day	5 Days
5.3.3.2.2	Financial Disclosure in Providers	3.3.1.2 3.3.5	Amount Paid to the Provider	5 Days
5.3.3.2.3	Reserved			
5.3.3.2.4	Maintain Fidelity Bond	3.3.3.1	\$500 per Day	10 Days
5.3.3.2.5	Proof of Coverage	3.3.3.2	\$500 per Day	10 Days
5.3.3.2.6	Reserved			
5.3.3.2.7	Ownership and Financial Disclosure	3.3.5	\$500 per Day	5 Days
5.3.3.2.8	Identification Card	3.6.2.2	\$10 per Day per Enrollee	15 Days after Assignme nt
5.3.3.2.9	Reserved			
5.3.3.2.10	Reserved	-		
5.3.3.2.11	Reserved			
5.3.3.2.12	Telephone Access	3.7.3	See Performance Measures	
5.3.3.2.13	Provider Site License	3.8.1	\$5,000 per calendar day that a site is not licensed as required by	None

			·	
5.3.3.2.14	Provider Staff License	3.8.2	applicable state law plus the amount paid to that provider site during that period. \$5,000 per calendar day that staff/provider/a gent/subcontractor is not licensed as required by applicable state law plus the amount paid to the staff/provider/a gent/subcontractor during that period.	None
5.3.3.2.15	Credentialing Manual	3.8.3	\$500 per Day	5 Days
5.3.3.2.16	Provider Relations Plan	3.8.4	\$500 per Day	20 Days
5.3.3.2.17	Performance Measure Standards	Attachment E	See Attachment E	
5.3.3.2.18 Fa process and p timely manne	oay claims in a	3.13.2	\$10,000 per month for each month that TennCare determines that the CONTRACTOR is not in compliance with the requirements of this Agreement.	
5.3.3.2.19 F	Reserved			
5.3.3.2.20 Fa provide a writ provision of a	tten notice or	3.5	\$500 per occurrence per case	None

		,	
notice of denial, reduction,			
termination, suspension, or			
delay of covered services.			
5.3.3.2.21 Failure to	3.4.1.2.3	\$1,000 per	None
provide a written discharge		occurrence per	
plan or the provision of a	li .	case	
defective discharge plan.			
5.3.3.2.22 Failure to	2.5	\$500 per day	None
provide a service or make	3.5	beginning on	
payments for a service		the next	
within five (5) calendar days	3.13.2	calendar day	
of a reasonable and		after default by	
appropriate directive from		the plan in	1
TennCare to do so or upon		addition to the	
approval of the service or		cost of the	
payment by the		services not	
CONTRACTOR during the		provided.	İ
appeal process or within a			
longer period of time which			
has been approved by			
TennCare upon a plan's			
demonstration of good			
cause.			
E 2 2 2 22 Egilyro to	25 25 2220	\$500 per day	None
5.3.3.2.23 Failure to	2.5, 3.5, 3.2.30 and 3.13.2	\$500 per day beginning on	None
provide proof of compliance with the above to the	and 3.13.2	the next	
Bureau Office of Contract		calendar day	
		after default by	
Development and		the plan	
Compliance within five (5) calendar days of a		line plan	
1	:]	
reasonable and appropriate directive from TennCare or			
within a longer period of		ļ	
time which has been			
approved by TennCare			
upon a plan's demonstration			
of good cause.		[
5.3.3.2.24 Imposing	2.5	\$500 per	None
· —	2.0	occurrence	INOLIC
arbitrary utilization	Table 1	DOCUMENCE	
guidelines or other	1 4016 1		
quantitative coverage limits. 5.3.3.2.25 Services	3.5	An amount	None
1	3.0	sufficient to at	INOLIG
wrongfully withheld where		least offset any	
enrollee was not receiving the service and the enrollee		savings the	
	1	_	
		Contractor	
went without coverage of		Contractor	
the disputed service while an appeal on the service		Contractor achieved by withholding the	

was pending.	1	services and	
	i.	oromptly	
		eimbursing the	
		enrollee for any	1
	ļ(costs incurred	Į.
	f	for obtaining	
	lt	the services at	-
	ł	the enrollee's	
		expense.	İ
5.3.3.2.26 Reserved			
5.3.3.2.27 Failure to comply	3.5	\$500. per	None
with the notice requirements		occurrence in	
of the TennCare rules and	á	addition to	
regulations or any		\$500. per	
subsequent amendments		calendar day	Į
		for each	!
thereto, and all court orders		· ·	
governing appeal		calendar day	
procedures as they become		required	
effective.		notices are late	
		or deficient or	
		for each	
		calendar day	Ì
	ļ	beyond the	
		required time	
·	,	frame that the	
		appeal is	
		unanswered in	
		each and every	
		aspect and/or	
		each day the	
j		appeal is not	
		handled	
		according to	
		the provisions	
		set forth by this	
		CONTRACT or	
		required by	
		TENNCARE	
5.0.0.00 Fallows to	2.5	An amount	None
5.3.3.2.28 Failure to	3.5	An amount sufficient to at	INOHE
provide continuation or			
restoration of services		least offset any	
where enrollee was		savings the	
receiving the service as		CONTRACTOR	
required by TennCare rules		achieved by	
or any subsequent			
amendments thereto, all		services and	
		promptly	<u> </u>
		reimbursing the	
or any subsequent		, , , , , , , , , , , , , , , , , , ,	

governing appeal procedures as they become effective.		enrollee for any costs incurred for obtaining the services at the enrollee's expense. \$500 per day for each calendar day beyond the 2 nd business day after an On Request Report regarding a member's request for continuation of	
5.3.3.2.29 Failure to provide CRG/TPG	2.5.9	benefits is sent by TennCare \$500 per month per Enrollee	None
assessments within the specified timeframes		AFOO	N. I
5.3.3.2.30 Failure to provide CRG/TPG assessments by TDMHDD -certified raters or in accordance with TDMHDD policies and procedures	2.5.9	\$500 per occurrence per case	None
5.3.3.2.31			

Failure to comply with	6.5	110% of the	None
Conflicts of Interest,	6.6	total amount of	
Lobbying, and Gratuities	6.7	the	
requirements described in	4	compensation	
Sections 6.5, 6.6, or 6.7	LI.	paid by the	
0.01,01,0 0.0, 0.0, 0.		Contractor to	
		inappropriate	
		individuals as	
·		described in	
		Sections 6.5,	
		6.6, or 6.7 and	
		possible	!
		termination of	
		the	
		CONTRACT as	
		described in	
		Sections 6.5,	
		6.6, and 6.7.	
5.3.3.2.32			
Failure to submit TennCare	6.7	\$1,000.00 per	None
and TDMHDD Disclosure of		day that	
Lobbying Activities Form by		disclosure is	
Contractor.		late.	
5.3.3.2.33		1.00/ 6/1	
Failure to comply with Offer	6.6	110% of the	None
of Gratuities constraints		total benefit	·
described in Section 6.6.		1.	ļ
			1
1		l l	
		Į.	
		1	_
		T =	'
described in Section 6.6.		provided by the Contractor to inappropriate individuals and possible termination of the CONTRACT fo Breach as described in Section 6.6 of this CONTRACT.	

÷				,	
Item	Report	Referenced	Amount	Cure	٠.
	•	Section		Period	Ė

Γ	5.3.3.2.34	Failure to seek, collect	3.15.7	Anna 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	None
		and/or report third		calendar day that	·
	'	party recoveries to		TennCare determines the	:
		TennCare.		CONTRACTOR is not	
ł				making reasonable effort	
				to seek and collect third	,
-		·		party recoveries.	
ľ	5.3.3.2.35	Failure to obtain	3.6	For deliverables due on or	None
	: -	approval of enrollee		after January 1, 2006:	,
	1	materials.		\$500. for each day that	
١.	:			TennCare determines the	
i	i l			CONTRACTOR has	
				provided enrollee material	
			!	that has not been	
				approved by TennCare.	
-	5.3.3.2.36	Failure to comply with	3.6	For deliverables due on or	None
		timeframes for	-· ·	after January 1, 2006:	·
	;	providing Member		\$5000. for each	
		Handbooks, I.D. cards,		occurrence. For purposes	
ļ		Provider Directories		of this Agreement,	
		and Newsletters.		occurrence means each	1
	:	and revelence.		instance in which Member	
.				materials are provided or	
				should have been	
				provided regardless of the	
				number of Members	
				affected at that time.	
·	5.3.3.2.37	Failure to achieve	3.3.2	\$500. per calendar day for	None
	5.3.3.2.31	and/or maintain	J.J.Z	each day that financial	140.10
	1	financial reserves in		requirements have not	
		1		been met.	
•	E 2 2 0 20	accordance with TCA	1.9	\$500. per calendar day for	None
:	5.3.3.2.38	Failure to comply with	J 1.8	each day that the	
		fraud and abuse		CONTRACTOR does not	
		provisions as		comply with fraud and	
	- \$ - \$	described in Section		abuse provisions	.
		1.9 of this Agreement		described in Section	
.	1			1.9 of this Agreement.	
-	<u> </u>	Failure to require and	Provider	\$5,000. per provider	None
	5.3.3.2.39			disclosure/attestation for	INOLIG
	* * * * * * * * * * * * * * * * * * *	assure compliance with		each disclosure/attestation	
		Ownership and	3.9.2	that is not received or is	
		Disclosure			
	. .	requirements		received and signed by a	
,				provider that does not	
:	:			request or contain	
				complete and satisfactory disclosure of the	
	· ·			requirements outlined in	
				42 CFR 455, Subpart B.	

<u> </u>		****		
5.3.3.2.40	Failure to respond to a request by DCS or TENNCARE to provide service(s) to a child at risk of entering DCS custody as described in this Agreement.	2.5	The actual amount paid by DCS and/or TENNCARE for necessary services or \$1000. whichever is greater, to be deducted from monthly payments	None
5.3.3.2.41	Failure to comply with obligations and timeframes in the delivery of EPSD&T screens and related services as per this Agreement.	2.5.4 2.5.7	The actual amount paid by DCS and/or TENNCARE for necessary services or \$1000. whichever is greater, to be deducted from monthly payments.	None
5.3.3.2.42	Denial of a request for services to a child at risk of entering DCS custody when the services have been reviewed and authorized by the TennCare Chief Medical Officer	2.5	The actual amount paid by DCS and/or TENNCARE for necessary services or \$1000. whichever is greater, to be deducted from monthly payments.	None
5.3.3.2.43	Failure to forward an expedited appeal to TennCare in twenty four (24) hours or a standard appeal in five (5) days.	3.5	\$500. per calendar day	None
5.3.3.2.44	Failure to provide complete documentation, including medical records, and comply with the timelines for responding to a medical appeal as set forth in TennCare rules and regulations and all court orders and consent decrees governing appeals procedures as they become effective.		\$500. per calendar day for each calendar day beyond the required time frame that the appeal is unanswered in each and every aspect and/or each day the appeal is not handled according to the provisions set forth by this Agreement or required by TennCare	

5.3.3.2.45 Failure to submit a timely corrected notice of adverse action to TENNCARE for review and approval prior to issuance to the member. 5.3.3.2.46 Per the Revised Grier Consent Decree, "Systemic problems or violations of the law" (e.g. a failure in 20% or more of appealed cases over a 60 day period) regarding any aspect of medical appeals processing pursuant to TennCare rules and regulations and all court orders and consent decrees governing appeal procedures as they become effective. 5.3.3.2.46 Failure to submit a timely corrected notice remains defective plus a per calendar day assessment in increasing increments of \$500. (\$500. for the first day, \$1,000. for the second day, \$1,500. for the third day, etc.) for each day the notice is late and/or remains defective. First occurrence: \$500 per instance of such "systemic problems or violations of the law", even if damages regarding one or more particular instances have been assessed (in the case of "systemic problems or violations of the law" relating to notice content requirements, \$500 per notice even if a corrected notice was issued upon request by TENNCARE). Damages per instance shall increase in \$500 increments for each subsequent "systemic problem or violation of the law" (\$500 per instance the first time a "systemic problem or violation of the law" relating to a particular requirement is identified; \$1,000 per instance for the 2nd time a "systemic problem or violation of the law" relating to the same requirement is identified; etc.)	- 1		·			
Consent Decree, "Systemic problems or violations of the law" (e.g. a failure in 20% or more of appealed cases over a 60 day period) regarding any aspect of medical appeals processing pursuant to TennCare rules and regulations and all court orders and consent decrees governing appeal procedures as they become effective. Solutions of the law" (\$500 per instance shave been assessed (in the case of "systemic problems or violations of the law" relating to notice content requirements, \$500 per notice even if a corrected notice was issued upon request by TENNCARE). Damages per instance shall increase in \$500 increments for each subsequent "systemic problem or violation of the law" relating to a particular requirement is identified; \$1,000 per instance for the 2nd time a "systemic problem or violation of the law" relating to the same requirement is identified;			timely corrected notice of adverse action to TENNCARE for review and approval prior to issuance to the member.		the notice remains defective plus a per calendar day assessment in increasing increments of \$500. (\$500. for the first day, \$1,000. for the second day, \$1,500. for the third day, etc.) for each day the notice is late and/or remains defective.	
		5.3.3.2.46	Consent Decree, "Systemic problems or violations of the law" (e.g. a failure in 20% or more of appealed cases over a 60 day period) regarding any aspect of medical appeals processing pursuant to TennCare rules and regulations and all court orders and consent decrees governing appeal procedures as they	3.5	instance of such "systemic problems or violations of the law", even if damages regarding one or more particular instances have been assessed (in the case of "systemic problems or violations of the law" relating to notice content requirements, \$500 per notice even if a corrected notice was issued upon request by TENNCARE). Damages per instance shall increase in \$500 increments for each subsequent "systemic problem or violation of the law" (\$500 per instance the first time a "systemic problem or violation of the law" relating to a particular requirement is identified; \$1,000 per instance for the 2nd time a "systemic problem or violation of the law" relating to the same requirement is identified;	

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5.3.3.2.47	Systemic violations regarding any aspect of the requirements in accordance with this Agreement and the TennCare rules and regulations	3.5	First occurrence: \$500 per instance of such systemic violations, even if damages regarding one or more particular instances have been assessed. Damages per instance	None
		}	shall increase in \$500 increments for each subsequent systemic violation (\$500 per instance the first time a systemic violation relating	
			to a particular requirement is identified; \$1,000 per instance for the 2nd time a systemic violation relating to the same requirement is identified; etc.)	
5.3.3.2.48	Failure to complete or comply with corrective action plans as required by TENNCARE and/or TDMHDD	3.12.1.6	\$500. per calendar day for each day the corrective action is not completed or complied with as required.	None
5.3.3.2.49	Failure to 1) provide an approved service timely, i.e., in accordance with timelines specified in the Special Terms and Conditions for Access in the TennCare Waiver or Attachment III, or when not specified therein, with reasonable promptness; or 2) issue appropriate notice of delay with documentation upon request of ongoing diligent efforts to	3.5	The cost of services not provided plus \$500 per day, per occurrence, for each day 1) that approved care is not provided timely; or 2) notice of delay is not provided and/or the MCC fails to provide upon request sufficient documentation of ongoing diligent efforts to provide such approved service.	None
	provide such approved service.			:

5.3.3.2.50	Failure to submit the CONTRACTORS'	3.14	\$500. per calendar day	None
:	annual NAIC filing as described in Section 3.14 of this Agreement.			Nava
5.3.3.2.51	Failure to submit the CONTRACTORS' quarterly NAIC filing as described in Section 3.14	3.14	\$500. per calendar day	None
5.3.3.2.52	Failure to submit audited financial statements as described in Section 3.14	3.14	\$500. per calendar day	None
5.3.3.2.53	Failure to maintain a complaint and appeal system as required in Section 3.5 of this Agreement.		\$500. per calendar day	None
5.3.3.2.54	Failure to maintain required insurance as required in Section 4.4.11 of this Agreement.	4.4.11	\$500. per calendar day	None
5.3.3.2.55	Reserved	-		
5.3.3.2.56	Failure to completely process a credentialing application within thirty (30) calendar days of receipt of a completed, including all necessary documentation and attachments, credentialing		\$5000 per application that has not been approved and loaded into the CONTRACTORS' system or denied within thirty (30) calendar days of receipt of a completed credentialing application.	None
	application and signed Provider Agreement as required in Section 3.6.4 of this Agreement.		\$1000 per application per day for each day beyond thirty (30) calendar days that a completed credentialing application has not been completed as described in Section 3.6.4 of this Agreement.	

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5.3.3.2.57	Failure to maintain provider agreements in accordance with this Agreement.	3.9.2	\$5000 per provider agreement found to be non-compliant with the requirements outlined in Section 3.7.2 of this Agreement.	None
5.3.3.2.58	Failure to comply in any way with staffing requirements as described in this Agreement.	3.7	\$250. per calendar day for each day that staffing requirements as described in this Agreement are not met.	None
5.3.3.2.59	Failure to report provider notice of termination of participation in the CONTRACTORS' plan.	3.9.2	\$200. per day	None
5.3.3.2.60	Failure to address or resolve problems with individual encounter records in a timely manner as required by TENNCARE.	3.12.4	An amount equal to the paid amount of the individual encounter record(s) that was rejected or, in the case of capitated encounters, the fee-for-service equivalent thereof as determined by TENNCARE.	None

21. Section 6.5 shall be deleted and replaced in its entirety so that the amended Section 6.5 shall read as follows:

6.5 Conflict of Interest

- The CONTRACTOR warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Agreement unless otherwise authorized by the Commissioner, Tennessee Department of Finance and Administration. The authorization may be requested in writing to the Commissioner of Finance and Administration. (See 45 CFR 93.100 et. Seq. 31 USC 1352, TCA 3-6-101 et. Seq., 3-6-201 et. Seq., 3-6-301 et. Seq., and 8-50-505).
- (b) By December 31 of each year, disclosure shall be made by the CONTRACTOR to the Deputy Commissioner of the Bureau of TennCare, Department of Finance

and Administration in writing. The disclosure shall include the following:

- 1. A list of any officer or employee of the State of Tennessee who receives wages or compensation in connection with work performed under this Agreement.
- 2. A statement of the reason or purpose for the wages or compensation, and
- 3. A statement that the Commissioner of Department of Finance and Administration has authorized this arrangement.
- (c) The Agreement may be terminated by TENNCARE if it is determined that the CONTRACTOR, its agents or employees offered or gave gratuities of any kind to any officials or employees of the State of Tennessee. The CONTRACTOR certifies that no member of or delegate of Congress, the United States General Accounting Office, DHHS, CMS, or any other federal agency has or will benefit financially or materially from this Agreement.

The CONTRACTOR shall include the substance of this clause in all subcontracts and provider Agreements.

22. Section 6.7 shall be deleted and replaced in its entirety so that the amended Section 6.7 shall read as follows:

6.7 Lobbying

The CONTRACTOR certifies by signing this Agreement to the best of its knowledge and belief, that federal funds have not been used for lobbying in accordance with 45 CFR Part 93 and 31 USC 1352 (See also TCA 3-6-101 et.seq., 3-6-201 et. Seq., and 8-50-505).

The CONTRACTOR shall disclose any lobbying activities using non-federal funds in accordance with 45 CFR Part 93.

Failure by the CONTRACTOR to comply with the provisions herein shall result in termination of the Contract and/or liquidated damages as provided in 5.3.3.2 of this Agreement.

23. Attachment B, Crisis Services-Adult, shall be amended by deleting the last sentence in the Definition for Crisis Services and replacing it so the definition paragraph now reads as follows:

Crisis services are provided 24-hours per day 7 days per week for adults experiencing a mental health crisis, an urgent condition or a psychiatric emergency). An urgent condition is defined as an acute onset of a psychiatric condition which while not constituting an immediate substantial likelihood of harm to self or others will if left untreated deteriorate into a bona fide emergency. A

psychiatric emergency is defined as an acute onset of a psychiatric. These services include 24-hour telephone lines and crisis intervention and referral. These services will provide triage, assessment, stabilization and referral for inpatient or other aftercare services. For admission to Regional Mental Health Institutes (RMHIs), Crisis Teams are capable of performing the functions of mandatory prescreening in accordance with Title 33, Chapter 6 of Tennessee Code Annotated, to ensure an effective inpatient diversion system and maintain the individual in the least restrictive environment as appropriate. Private hospitals that have been approved by TDMHDD will also accept mandatory prescreening for the crisis team. Crisis services shall not be responsible for preauthorizing involuntary hospitalizations.

24. Attachment B, Crisis Services-Children & Adolescents, shall be amended by deleting the last sentence in the Definition for Crisis Services and replacing it so the definition paragraph now reads as follows:

DEFINITION

Crisis Services - C & A

Crisis services are provided 24 hours per day 7 days per week for children/adolescents experiencing a mental health crisis, an urgent condition or a psychiatric emergency). An urgent condition is defined as an acute onset of a psychiatric condition which while not constituting an immediate substantial likelihood of harm to self or others will if left untreated deteriorate into a bona fide A psychiatric emergency is defined as an acute onset of a psychiatric condition that manifests itself by an immediate substantial likelihood of serious harm to self or others. These services will include 24-hour telephone lines and crisis intervention and referral. These services will provide triage. assessment, stabilization and referral for inpatient or other aftercare services. For admission to Regional Mental Health Institutes (RMHI's), Crisis Teams are capable of performing the functions of mandatory prescreening in accordance with Title 33, Chapter 6 of Tennessee Code Annotated, to ensure an effective inpatient diversion system and maintain the individual in the least restrictive environment as appropriate. Private hospitals that have been approved by TDMHDD will also accept mandatory prescreening for the crisis team Crisis services shall not be responsible for pre-authorizing involuntary hospitalizations.

25. Attachment B, Crisis Services, shall further be amended by changing the access and availability standard pertaining to face-to-face contact time for the service to read as follows:

 Within 1 hour in an emergency situation and within 4 hours in an
urgent situation

- 26. This Agreement shall be amended by deleting the words "Office of Contract Development and Compliance (OCDC) and replacing them with "Office of Contract Compliance and Performance".
- 27. Contract citations within the body of the contract affected by contents of this amendment shall be modified accordingly.
- 28, Attachment E, Administrative Measures, Table 1: Administrative Performance Measures shall be amended by adding the following language to the end of "Reporting Frequency" and "Penalty" so that the amended sections shall read as follows:

Reporting Frequency: Quarterly, within thirty (30) calendar days after the end of the quarter. Each month to be reported separately

Penalty: 1 For each deficient month

All of the provisions of the original Agreement not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective, or as of the date it is approved by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.

IN WITNESS WHEREOF, the parties have by there duly authorized representatives set their signature.

Russell C. Petrella, Ph.D. President	DATE
Tennessee Behavioral Health, Inc.	
TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES	
Virginia Trotter Betts, MSN, JD, RN, FAAN Commissioner	DATE
TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M.D. Goetz, Jr. Commissioner	DATE
APPROVED:	
TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M.D. Goetz, Jr. Commissioner	DATE
COMPTROLLER OF TREASURY:	
John G. Morgan Comptroller of Treasury	DATE

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2001		\$26,136,000.00		\$45,814,400.00	AND THE REAL PROPERTY.		A THE PERSONNEL		TOTAL PROPERTY AND AND AND AND AND AND AND AND AND AND			71,950,	
2002		\$55,843,870.00	,	\$97,900,695.00		RE	C	EIVED			\$15	53,744,	565.00
2003		\$48,857,500.00		\$85,652,700.00			A	. ል ኃበበር -			\$13	34,510,	200.00
2004		\$39,895,349.00		\$72,319,964.00		ال ال	4 4) 9 2006			\$1	12,215,	,313.00
905		\$101,163,744.00		\$185,500,300.00		FISC	AL	REVIE	W		\$2	86,664,	,044.00
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2002	\$5	5,843,870.00	\$97,900,695.00					\$134,510,200.00
2003	\$4	8,857,500.00	\$85,652,700.00	·				\$84,161,485.0
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Behavioral	Health Organization S	ervioes/Medical	y Necessary	BELIEVIOIS	CONTRACTOR	(中国)[4][4][4]	Contract	End Date	医	En el al Maria
	Contract	egin Date		12/	31/2003	<u> </u>		_		
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2001	\$26,13	6,000.00	\$45,81	4,400.00		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-00	R PF		SED		50,400.00
2002	\$55,84	3,870.00	\$97,90	0,695.00	4 -4 1					· Sand Chair	\$ 153,74	44,565.00
2003		7,500.00	\$85,65	2,700.00	MAR 2.5	2003	-	JAN	×9 20	03	\$ 134,5	10,200.00
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Name: Address: Phone:	729 Churd Nashville (615) 532	, TN				ls th	e Fiscal Y	ear Fun	iding S	IRICTLYLI	MITED?	
	(615) 532	y Budget Offi	cer Appi	oval Sign	ature	is th	e Contrac	tor on S	STARS			
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Dean Da	riel 199		2003	_ري		///Istl	ne Contrac	tors Fo	rm W-9	Filed with	Account	\$?
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	Total:	\$332,992	,065.00	\$:	27,213,10			•		Y OFFICE (

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2001	\$ 26,136,000.00 \$ 55,843,870.00	\$ 45,814,400.00 \$ 97,900,695.00		<u> </u>	\$		3,744,565.00
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	Nashville, TN (615)532-1362		•	is the lista	Near Rundings	nvicheyarimined	
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			-11.	(Salpe)Golpu	areors don'ny	OVA HAGHEDAS	
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	A COMPLEMENT	WATEN TAMEND MENTING	only/	Dureyant to	TCA Section 9.	g Certification : -6-113, I, C. Warrer	Neel,
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	EKD DAD	6/30/03	6/30/03	required to	be paid that is not	otherwise encumbe	ered to pay
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Office of Contracts Review

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Contract Number	FA-01-1466		State Agency	Tennessee Departi	ment of Finance and tal Health and Deve	d Administration elopmental
FS Number	, 318.66-023	, · · · · · · · · · · · · · · · · · · ·	Division	318.66		
W. J	Contractor		- 法、海底等	Vendor iD	Number	海中国和
Tennessee Behavior	ral Health, Inc.		⊠ V—	621621636-00		
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	Contract Begin Date	The state of the state of the	and the state of t	Contract	End:Date	Street No. 41 E
January 1, 2001	, , , , , , , , , , , , , , , , , , , ,		June 30, 200			
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318.66	139	134	11	on STARS	FOR INC. 18 September 2018 Land Control	1. W. C. & C. T. B. (128 127 127 127 127 127 127 127 127 127 127
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2001 \$	26,136,000 \$	15,814,400		STEP 15 THE STEP STEP STEP STEP		\$71,950,400
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	or is on STARS			ELL TERROTTE CONTROL CONTROL	al Contact	
- Current F	orm W-9 On File With	Accounts	Name A	Dean Daniel		
	9 Attached		Phone	729 Church Street, I	Nashville TN 37247	7-6501
				(615) 532-1362		
Service F	Provider Registered wit	h F&A - 15.2	Procum	ng Agency Budget	Officer Approva	I:Signature
	or is a SUBRECIPIENT ed by OMB Circular A	133) 二章 三维	Bel	of Add		
COMPLET	E FOR ALL AMENDA	IENTS (only)		Funding	entification :	
	Base Contract &	This Ameridment		.C.A., Section 9-6-113		
	Prior Amendments	ONLY	appropriation	dministration, do here from which this obliga umbered to pay obliga	ation is required to I	be paid that is not
Contract End Date	December 31, 2001	June 30, 2003				
FY 2001	\$71,950,400	\$	0 .		- A	
FY 2002	\$71,950,400	\$81,794,16	5	• • • • •		
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ennessee	e Behavio	oral Health, Inc.				621621636-00	• •	•	
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318.6	56 1	139	134	1		on STARS	<u> </u>	Total Co	ntract Amount
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2001		\$26,136,000	\$45,814,400				e gya je bo sa i ko o	e continue de participat de la continue de la conti	\$11,850,400
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- +ai	· ·	\$52,272,000	\$91,628,800						\$143,900,800
	Contra	Year Funding Is actor is on STAR			Name	Sfat Dean Daniel		Contact	7247 6501
1.	OR				Address Phone	729 Church S		hville TN 3	/247-6501
		W-9 Attached				(615) 532-130	62 Judget Of	ficer Appl	oval Signature
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